

LEASE PURCHASE TERMS & CONDITIONS (STERLING)

These Terms and Conditions apply to lease purchase facilities provided by Bury Vehicle Leasing Limited (BVL). They form a part of the agreement made by the Customer with BVL which refers to them.

1. Hiring the Goods

The customer will hire the goods from BVL for the hire period

2. Payments

2.1 The customer will pay to BVL

2.1.1 Any initial payment and facility fee on the agreement date

2.1.1 The payments due, on due dates

2.2 For **Day-to-Day** or **Scheduled Balance**, the customer will pay to BVL interest, within 7 days of the end of each charging period

2.3 For **Balanced Payments**

2.3.1 If, for any charging period, Interest is greater than the payments due, BVL may increase the payments due;

2.3.2 If a payment due is greater than the balance, the customer will pay to BVL the balance and interest. This will be the last payment due.

2.4 For **Fixed Rate**, The customer will, on demand, pay to BVL interest on sums due but unpaid calculated daily at 4% above the base rate of the Finance and Leasing Association

2.5 If a payment would be due on a non-business day, it will be made the next business day. A **Business Day** is a weekday other than a national holiday.

3. Interest and Balance

3.1 **Interest** is calculated for each charging period on the balance at the **Interest Rate** of the Add-On percentage plus the greater of the minimum Base Rate and the Base Rate

3.1.1 At the start of the charging period, for **Scheduled Balances**

3.1.2 At the end of the Charging Period, for **Day-To-Day** or **Balanced Payments**

3.2 In each case, Interest is added at the end of the charging period

3.3 The **Balance** is

(a) The total finance plus

(b) Unpaid interest, fees and other sums due To BVL; less

(c) All payments received by BVL

At each date of calculation

4. Indemnity

The customer will indemnify BVL against any liability or loss (including legal costs) arising from the customer's possession or use of the goods or any loss, theft or destruction of, or damage to the goods.

5. Administration Charges

The customer will pay BVL on demand its administration charges for:

(a) Changing the Terms of the agreement

(b) Providing extra services if the Customer asks for them

(c) Dealing with any failure by the Customer to comply with the agreement. See clause 14

6. Delivery of Goods

If the goods are defective the customer must tell BVL as soon as reasonably possible, otherwise BVL will assume the goods have been delivered and are satisfactory.

7. Undertakings

7.1 The customer will;

7.1.1 Keep the goods serviced, maintained and in good condition, allowing for fair wear and tear;

7.1.2 Tell BVL immediately if the goods are lost, stolen or damaged

7.1.3 Replace any lost, stolen or worn out parts. All replacement parts and other additions to the goods become BVL's property and are subject to the agreement

7.1.4 On request, attach BVL's nameplate to the goods

7.1.5 Keep the goods free from claims and promptly discharge any that arise, including all parking, clamping, road traffic, London congestion charging and other charges and whether or not the vehicle is registered at DVLA in the name of Roy (Harry) Cole, Brigid (Ann) Cole, H & A Holdings Ltd, Bury Van Hire Ltd or otherwise

7.1.6 Retain possession of the goods and ensure BVL always has access to the goods from removal and, not less than 3 working days' notice, for inspection.

7.1.7 Obtain if requested by BVL, and at the customer's cost, a letter of consent, in a form approved by BVL, permitting BVL or its agents, access to land or property where the goods are parked or stored by any person, firm, company or otherwise having an interest therein.

7.1.8 (i) Pay on time any Road Fund License payable under the Vehicle Excise and Registration Act 1994, or any charge, fine or otherwise incurred by the customer, payments to be made as directed by DVLA or otherwise to DVLA or elsewhere, whether formally demanded from the customer by DVLA or other authority or not

7.1.8 (ii) Indemnify BVL for any Road Fund License paid by it (albeit BVL has no obligation to pay such road fund license) or for any charges, fines or otherwise incurred by BVL (including SORN charges) on the customer's behalf.

7.1.9 (i) Tell BVL immediately if the usual address of the goods changes and if the goods are to be used outside of the UK and within the EU, the EU countries to be visited and when

7.1.9 (ii) Not use the goods outside of the EU, and within the EU outside of the UK for a period of no more than 28 days (whether consecutive or not) in any period of 12 months.

7.2 The customer will NOT

7.2.1 Use, or allow others to use unlawfully

7.2.2 Do not allow others to do anything which may interfere with BVL's rights over the goods or the performance of the customers' obligations under the agreement

7.2.3 Dispose of the goods or any interest in them

7.2.4 Lease the goods to anyone except to the customer's UK Holding Company or its or the Customer's subsidiaries, to use the goods on terms which will not cause the Customer to breach the agreement or prejudice BVL's rights to the goods

A **Subsidiary** is an entity controlled, directly or indirectly, by a party or by a subsidiary of the party. A **Holding Company** is an entity of which the customer is a subsidiary. **Control** means the ability to appoint or remove directors or exercise the majority of voting rights alone or with others

8. Maintenance

8.1 If maintenance is selected, the customer will enter into a maintenance contract with a **Contractor**, a copy of which must be supplied to BVL. That contract may not be changed without BVL's written consent.

8.2 BVL will collect from the customer with the payments due, amounts due to the contractor and pay them to the contractor, until the customer tells BVL to stop.

8.3 The contractor is not connected with BVL. BVL is not responsible for the contractor or the quality of the maintenance

8.4 If the customer fails to pay any amount due to BVL, BVL may set off against it, any amount BVL would have otherwise paid to the contractor

9. Insurance

9.1 The customer will insure

9.1.1 The goods against all usual risks, for the greater of their replacement value and the total unpaid payments due; and

9.1.2 The customer and BVL against liability to others for loss or damage caused by the goods, for at least £1,000,000.00 with insurers, and on terms approved with BVL

9.2 The customer will

9.2.1 Ensure BVL is loss payee on each policy and, on request, deliver to BVL a certificate of insurance and a receipt for the premium.

9.2.2 If the goods are damaged

- (a) Assign to BVL, on request all of the rights and claims under the policy.
- (b) Apply any insurance money the customer receives in repairing damage to the goods or replacing them.

9.3 If BVL receives insurance money, BVL will pay it to the customer if the customer has repaired the goods. Otherwise BVL may apply it to repair or replace goods

9.4 If the customer fails to do anything under this clause, BVL may do it at the customer's cost. BVL may contact the insurers or brokers to confirm compliance

9.5 If **Value Added Products** is selected

9.5.1 BVL will collect the insurance premiums with the payments due and pay them to the insurers until the customer tells BVL to stop

9.5.2 The customer chose the insurer and the policy. BVL is not responsible for the insurer or the insurance

9.5.3 If the product selected is Key Asset and the cover extends beyond the hire period, BVL will pay the insurer until the customer stop paying the premiums on time.

10. Total Loss

If some, but not all, of the goods are lost, stolen or damaged beyond economic repair (Total Loss) BVL will notify the customer of any change in the payments due and in the agreement. The notice will be binding except for manifest error.

11. The customer's right to purchase goods

The customer will become owner of the goods if the customer complies with the agreement and pays the Option To Purchase Fee.

12. Manufacturer's warranties

If the customer does not obtain direct from the manufacturer or supplier express warranties about the goods, BVL will, on request and at the customer's cost, transfer any warranties BVL has for the goods to the customer, using BVL standard form.

13. Punctual Performance

Punctual performance by the customer of its obligations is of the essence of the Agreement

14. Events of default

14.1 Each of the following is an **Event of Default**

14.1.1 Failure to pay any amount payable under the agreement on its due date. *£25.00 plus VAT*

14.1.2 Failure to comply with any other term of the Agreement unless remedied within 7 days. *£25.00 plus VAT*

14.1.3 The death or bankruptcy of the customer

14.1.4 The customer applies for an interim order

14.1.5 The customer proposes a Voluntary arrangement with the customer's creditors

14.1.6 There is any resolution or petition, or insolvency proceedings are commenced, in relation to the customer, for the liquidation of the customer

14.1.7 A receiver or similar official is appointed in respect of any of the assets of the customer.

14.1.8 There is an application or petition for an administration order or notice is given to any person of intention to appoint an administrator or similar official is appointed in relation to the customer

14.1.9 There is a default under any other agreement the customer or its Holding Company or the customer's or its Holding Company's subsidiaries has with BVL or any other creditors.

14.1.10 If the customer is a Limited company or limited liability partnership, there is a change in Control of the customer.

14.1.11 If the customer is a partnership there is any change of the partners. *£25.00 plus VAT*

14.1.12 All the goods are a Total Loss

14.1.13 Any other circumstances occur which may have a material adverse effect on the customer's ability to meet its obligations to BVL

14.2 If an Event of Default occurs BVL may repossess the goods

15. Customers rights to end the hiring of the goods

The customer may, on giving BVL notice, end the hiring of goods. The customer will then return the goods to the place and at the time BVL requests

16. Payments on default or ending the hiring

If the hiring of the goods ends the customer will on demand pay BVL:

16.1 All arrears of payments due, interest and other sums due

16.2 for **Day-to-day, balanced payments** or **scheduled balance**, interest at the interest rate from the due date until payment on the balance

16.3 For **fixed rate**

16.3.1 All payments due which would, but for the ending of the hiring, have become due

16.3.2 Less rebate for early settlement which BVL, at its discretion will calculate. If requested BVL will give details of the calculation to the customer

16.4 If demanded, BVL's costs incurred in repossessing, repairing, storing, insuring and selling the goods, delivering the goods to a buyer, and paying any sales commission

17. Selling of the goods

BVL will try to sell the goods if it gains possession of them. If the customer has paid all sums due to BVL, BVL will pay the customer the proceeds of the sale of the goods (excluding VAT) which it receives

18. Bury Vehicle Leasing rights

If BVL waives any of its rights under the agreement, it does not mean BVL will waive that right in future

19. Set-Off

BVL may set off any amount due to it under the agreement against any amount it owes to the customer. BVL may exercise this right, without notice, both before and after demand, and to do so may convert any amount in a different currency into sterling

20. Notices

20.1 All consents, notices and demands must be in writing

20.2 BVL may deliver a notice or demand to the customer at the contact details last known to BVL, the customer's registered office, or the address for service, if one is specified

20.3 A notice or demand by BVL will be deemed given at the time of personal delivery; on the business day after posting; or, if by fax, at the time of sending, if sent before 6.00pm on a business day, or otherwise on the next business day.

20.4 The customer must deliver a notice to BVL addressed to Customer Services at the address, fax or telephone number shown on the agreement. Notice by the customer will be effective when received.

21. Liability of Partners

Each partner is jointly and severally liable for the Customer's obligations

22. Transfers

22.1 BVL may give to anyone any information about the customer or the agreement in connection with any proposed transfer of, or financial arrangement by reference to, the agreement. BVL may allow any person to take over any of its rights and duties under the agreement. References to BVL in the agreement include its successors

22.2 The customer may not transfer the benefit of the agreement

23. Law

23.1 Where the customer is domiciled in England & Wales or Northern Ireland this agreement is governed by English Law and the English Courts will have exclusive jurisdiction

23.1.1 For BVL's benefit, the customer irrevocably submits to the jurisdiction of the English Courts and irrevocably agrees that judgement or ruling in any proceedings connected with the agreement in those courts will be conclusive and binding on the customer and may be enforced against the customer in the courts or any other jurisdiction

23.2 Where the customer is domiciled in Scotland this agreement is governed by Scots Law and the Scottish Courts will have exclusive jurisdiction

23.2.1 For BVL's benefit, the customer irrevocably submits to the jurisdiction of the Scottish courts and irrevocably agrees that judgement or ruling in any proceedings connected with this agreement in those courts will be conclusive and binding on the customer and may be enforced against the customer in the courts of any other jurisdiction.

23.3 The address for service, if specified, or any other address provided for this purpose, will be an effective address for serving the proceedings on the customer.

24. Data Protection

24.1 We are a registered data controller for the purposes of the Data Protection Act 1998 (Act) and we are obliged to comply with the principles and obligations set out in the Act.

24.2 The information we collect from you will be used to process your application and manage the relationship with you.

24.3 To the extent that you provide us with any data, including personal data, you undertake to make yourself aware of the information below entitled "Use of your information" clause 25.

24.4 You have a right to ask us for a copy of your information if you apply to us in writing (a small fee is payable) and ask us to delete or correct any information we hold about you that is wrong.

25. Use of your information

25.1 In considering your application, we will search your record at credit reference agencies ("your records")

25.2 They will add to your records details of our search and your application and this will be seen by other organisations that make searches. Information held about you and by the credit reference agencies may already be linked to records relating to one or more of your partners.

25.3 For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any "associated" records.

25.4 If you are a joint applicant or if you have told us of some financial association with another person, you must be sure that you are entitled to:

- (a) Disclose information about your joint applicant and anyone referred to by you;
- (b) Authorised us to search, link or record information at credit reference agencies about you and any anyone referred to by you.

25.5 An 'association' between joint applications and between you and anyone you tell us is your financial partner will be created at credit reference agencies. This will link your financial records, each of which will be taken into account in all future applications by either or both of you. This will continue until one of you successfully files a disassociation at credit reference agencies.

25.6 We will use a credit scoring or other automated decision making system when assessing your application. We will also add your record details of your agreement with us, the payments you make under it, any default or failure to keep to its terms, and any change of address you fail to tell us about where a payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies, and if you give us false or inaccurate information and we suspect fraud, we will record this. Your records will be shared with other organisations and used by us and them to;

- (a) Help make decisions about credit and credit related services such as insurance for you and members of your household
- (b) Trace debtors, recover debt, prevent money laundering and fraud, and to manage our accounts. For these purposes, we or they may make further searches. Although these searches will be added to your records, they will not be shared with others.

25.7 We, the credit reference agencies will also use your records for statistical analysis about credit, insurance and fraud.

25.8 We may also use information about you to carry out market research. Fraud prevention agency records will also be shared with other organisations to help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.

Please telephone us on 0161 764 0982 if you want to have details of those credit reference and fraud prevention agencies from whom we pass information about you. You have a legal right to these details.

You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee of £25.00 plus VAT will be payable.

PLEASE SIGN TO ACCEPT THE TERMS AND CONDITIONS OF BURY VEHICLE LEASING LIMITED

SIGN _____

PRINT _____

DATE ____ / ____ / ____